



## NANOLIVE GENERAL TERMS AND CONDITIONS OF SALE

### 1. SCOPE OF APPLICATION

- 1.1. The following Terms & Conditions (hereinafter "T&C") shall apply to all price lists, quotes, purchase orders, contracts, service requests and all other sales of goods and/or services (collectively the "Orders") by Nanolive SA or its corporate affiliates (hereinafter "Nanolive") from the contract partner purchasing Products and Services (hereinafter the "Buyer", "your" or "you")
- 1.2. These T&C are the only terms and conditions applicable to the sale or other provision of Nanolive's products and services to Buyer except those that relate to specific Services provided under a service or maintenance contract, and any other terms included in the Orders, which terms will control in the event of any conflict with these T&C, unless otherwise agreed upon by Nanolive in a signed writing.
- 1.3. Nanolive's agreement to sell Products and Services in the Orders is conditioned on Buyer's assent to, and limited to Buyer's acceptance of, these T&C, thus constituting an agreement. Only these T&C shall apply to the sale of the Products and Consumables and to the provision of Services to the exclusion of any other terms and conditions which may have been stipulated by the Buyer and which are hereby expressly rejected by Nanolive. By placing an Order for the Product or for the provision of the Services, the Buyer will acknowledge the sole and exclusive validity and applicability of these T&C if the Buyer does not expressly reject these T&C within 15 days from the PO.

### 2. DEFINITIONS

- 2.1. For the purposes of these T&C,  
**"Consumables"** collectively mean disposable material and any other consumable product manufactured and/or sold by Nanolive, which may be used in conjunction with the Products.  
**"PO"** means a purchase order.

**"Products"** collectively mean any hardware, equipment, system, or any instrument or other equipment provided and/or manufactured by Nanolive.

**"Services"** collectively mean the services provided separately by Nanolive in relation to the installation, repairs and maintenance of the Products as well as training and support of the Buyer. Please note that certain Services are only provided by Nanolive pursuant to a service or maintenance contract, the terms and conditions of which may be requested from Nanolive.

**"Software"** means any and all Nanolive proprietary computer programs, operating software, firmware or other software applications which are either embedded into a Product or provided as an application licensed to the Buyer hereunder.

### 3. PRODUCTS, SERVICES AND SOFTWARE

- 3.1. The prices of the Products include the hardware (but excluding the computer and any accessories) and acquisition Software.
- 3.2. In case you intend to resell the Products, you agree not to alter or manufacture part or the entire Product or Software.
- 3.3. Nanolive reserves the right without prior notice to discontinue the manufacture, sale and/or distribution of any Products, Consumables and/or Software, to change any Products and/or Software and Product and/or Software specifications.
- 3.4. Provision of Services, Installation and use of Softwares, application modules with annual license of assay, firmwares and subsequent updates require an Internet connection. Please choose your computer and network connection according to computer specifications and recommendations.

#### 4. ORDER

- 4.1. All Orders, in any form whatsoever, are free of obligation and do not constitute an offer by Nanolive. All of Nanolive's quotes lapse after 30 days or the lesser period specified in the quote.
- 4.2. An Order placed is considered an irrevocable offer by the Buyer. No Orders submitted by Buyer will bind Nanolive until accepted by Nanolive in writing, for example through an acknowledgement of order (the "**Order Acknowledgement**").
- 4.3. Buyer may not cancel Orders for Products or Consumables that have left Nanolive's dock.
- 4.4. Buyer represents it is buying Products for its own internal use only and not for resale or export. This section 4.4 does not apply to Nanolive authorized resellers.
- 4.5. If Buyer fails to make timely payments or breaches any other material obligation under these T&C and such failure continues for thirty (30) days after receipt of written notice thereof from Nanolive, or Buyer has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or Buyer has a receiver appointed, Nanolive may without prejudice to its other rights: (i) demand immediate payment of all unpaid accounts; (ii) suspend further deliveries of Products and/or Services; (iii) repossess all unpaid Products and Consumables delivered and collect reasonable costs in recovering said Products and Consumables (including initial shipment costs to Buyer); and/or (iv) uninstall all Software.

#### 5. PAYMENT AND PAYMENT TERMS

- 5.1. Products invoiced to the Buyer shall be paid net, without deduction, at the latest on the due date by wire transfer on the bank account specified by Nanolive on the Order Acknowledgement and/or the invoice. With the prior approval of Nanolive, other payment modalities may be used (for example credit card). In such case, a 5% surcharge administrative fee will be added to the invoice.
- 5.2. Nanolive shall offer payment terms, pursuant to the conditions expressly set forth in Nanolive's Order Acknowledgement and/or invoice. Absent such due date in these documents, the payment term is 30 days net from the date of invoice for Products and Consumables. Softwares ordered separately (i.e. without a Product) shall only be delivered/activated upon receipt of the Buyer's payment.

- 5.3. Payments are not subject to setoff or recoupment for any present or future claim Buyer may have.
- 5.4. Nanolive will provide Order Acknowledgement upon receipt of your PO. The corresponding invoice will be issued and dated on the day you are notified that the Products and/or Consumables are ready for shipment. Services are invoiced after completion by Nanolive of such Services and, when ordered separately, Softwares are invoiced immediately.
- 5.5. Nanolive may grant a 3% discount from list price for each Product or Product bundle whose price is fully paid within 10 working days from receipt of PO. To make an early payment and benefit from this 3% advance payment discount, please request a *proforma* invoice when sending your PO. Such discount shall not apply in the event that the Buyer has already been granted a discount on the Products or Products bundle.
- 5.6. A 5% admin charge will be added for payments overdue by 7 days (i.e. 37 days after date of invoice). In addition, late payment interest penalty will accrue at the annual rate of 5% from the due date onwards pursuant to Article 104 of the Swiss Code of Obligations.
- 5.7. Unless specifically listed in a valid Nanolive quotation, prices do NOT include any taxes (VAT, sales tax, etc.), duties, shipping costs or any other costs, which may occur with shipment and customs. Any such costs not covered by a valid Nanolive quotation are the responsibility of the Buyer.
- 5.8. If Buyer fails to make any payment when due, Nanolive may immediately repossess all Products or Consumables not paid in full and may suspend provision of Products, Consumables and Services. Nanolive will also be entitled to reimbursement of any reasonable out-of-pocket expenses incurred in collecting payments due, including without limitation attorneys' and collections fees.

#### 6. SHIPMENT AND DELIVERY

- 6.1. When ordering with Nanolive, the Buyer is responsible for assuring the Product can be lawfully imported to the country of destination. Unless otherwise specified on a valid Nanolive quotation, delivery is EXW (Nanolive's Manufacturing Site) even if Nanolive has assumed responsibility for additional services such as loading, transport or unloading and the applicable INCOTERMS 2020 rules shall apply to the delivery and transfer of risks of Products.

- 6.2. All the Software, when purchased without Products, shall be delivered upon prepayment.
- 6.3. Orders shipped outside of Switzerland may be subject to export and import taxes, customs duties and fees levied by Switzerland or the country of destination. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment is sent out of Switzerland and reaches the country of destination. For the avoidance of doubt, the quoted prices do not include any shipping cost, brokerage fees, duties or taxes imposed on Products imported into the country of destination. If any of these additional costs are quoted by Nanolive, they shall not be deemed or considered to be part of the Product or Service price and shall be understood as quoted separately. All such fees, duties or taxes and any other costs (whether or not quoted by Nanolive) shall be borne exclusively by the Buyer. All costs incurred in relation to a refused delivery because of high customs or brokerage fees, duties, taxes or restrictions imposed by the country of destination shall be borne exclusively by the Buyer.
- 6.4. Customs policies vary widely and we strongly advise that you contact your local customs office for more information. When customs clearance procedures are required, it can cause delays on the delivery, for which Nanolive shall not be held responsible.
- 6.5. Nanolive will make every reasonable effort to prepare the Products for delivery, however, the delivery schedules of carrier and the customs processes (both in Switzerland and in the country of destination) are approximative, not binding and do not form part of Nanolive shipment service (if any). In any case (should Nanolive appoints the carrier or not), there is no liability of Nanolive for late delivery and any damages or loss caused by delay. Nanolive cannot be held responsible for customs delay, nor shipping delays that may commonly occur in the normal course of business.

**7. TRANSFER OF RISKS AND TITLE**

- 7.1. Unless otherwise agreed, the profits and the risks in relation with the Products shall be transferred to the Buyer upon Nanolive notifying the Buyer of the readiness for shipment of such Products (the "**Risk Transfer Date**"). Legal and beneficial title in the Products shall be transferred to the Buyer on the Risk Transfer Date..

- 7.2. Buyer shall be solely responsible to appropriately insure the Products from the Risk Transfer Date. Upon specific instruction of the Buyer, Nanolive may offer to arrange for such insurance on behalf and at the expense (to be billed separately) of the Buyer.

**8. INSTALLATION AND MAINTENANCE**

- 8.1. Unless otherwise indicated by or agreed with Nanolive, Buyer shall assume responsibility for installation of Products. Buyer also assumes responsibility for maintenance of Products and ensuring its site meets all specifications and other criteria identified by Nanolive as necessary in order to support the Products and Services. As part of its Services, Nanolive will make installation, support, maintenance, repairs and training services available at Nanolive's then-prevailing rates and terms. Nanolive has no obligation to install, support, maintain or repair Products not sold or manufactured by Nanolive or its affiliates.

**9. WARRANTIES**

- 9.1. In general
  - 9.1.1. THE FOLLOWING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES CONDITIONS OR TERMS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS AND NON-INFRINGEMENT, AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.
  - 9.1.2. No employee or agent of Nanolive, other than an officer of Nanolive by way of a signed writing, is authorized to make any warranty in addition to the following.
- 9.2. Limited warranty
  - 9.2.1. Nanolive warrants that the Products supplied hereunder shall meet the published specification and be free from defects in material or workmanship when used in accordance with Nanolive's instructions for use and documentation. Services shall be performed with reasonable skill and care. Nanolive's liability for failure of any Product or Service to comply with the foregoing shall be limited to replacing or repairing the Product and/or to re-performing the Services found to be

defective within the later of 12 months from (i) delivery or (ii) date of completion of assembly and installation by Nanolive service (if applicable) but, in such case, no later than 14 months from delivery. Such Product will be repaired or replaced, at Nanolive's discretion, or Services re-performed, without charge, and re-warranted for the remainder of the original warranty period.

9.2.2. Nanolive shall not be liable under the warranty set forth under Section 9.2.1 in any of the following circumstances: (i) Products or parts thereof which have been modified, altered, installed, used or serviced other than in conformity with Nanolive's applicable specifications, manuals, bulletins or instructions, or which shall have been subjected to improper installation, misuse or neglect; (ii) Products, which have not been maintained and operated in accordance with the Nanolive's instructions; (iii) Normal wear and tear, wilful or accidental damage, harsh environment, experimental running; (iv) Products or parts thereof furnished by Buyer and/or to Buyer's specifications, and use of components not manufactured by or authorized by Nanolive in the Products; (v) Products, which are expendable in nature; (vi) purely cosmetic blemishes; and (vii) when payment for Products or Services, or any other goods or services supplied by Nanolive or its affiliates, has not been received in full from Buyer.

9.2.3. Software is not covered by the limited warranty set forth in this Section 9.2, and Nanolive does not warrant that the Products will operate uninterrupted or error-free. The limited warranty set forth in this Section 9.2 extends to Buyer only and not to persons manufacturing, purchasing, or using Buyer's products. This warranty does not apply to any products not manufactured by Nanolive, including accessories or Consumables purchased as part of the Order. These items, as well as any third-party supplied items, may be covered by their manufacturer's warranty and any arrangements for service or replacement of such items must be made through that manufacturer. Nanolive will transfer any transferable manufacturer's warranty for any third-party manufactured products or Consumables sold by Nanolive.

9.2.4. Further details on the warranty terms can be found at: (<https://www.nanolive.ch/legal/terms>)

### 9.3. Notice of defects

9.3.1. You shall promptly inspect all and any apparent defects, defects relating to transport, incorrect shipments and shortages shall be reported

immediately and in any event not later than three (3) days after receipt or installation (if applicable) of the Products in accordance with Section 9.4 below. If a whole consignment of Products has not been received, such failure to deliver shall be reported to Nanolive in writing via email ([sales@nanolive.ch](mailto:sales@nanolive.ch)) as soon as practicable and in any event not later than four weeks after the expected delivery date of the Products. In the absence of such report, the Products will be deemed accepted upon installation or confirmed delivery if no installation is to be provided. The absence of such report will be deemed a waiver by you of any and all such claims and will void the Product guarantee.

### 9.4. Return process

9.4.1. Buyer's Obligations. In order to obtain the services available under the Product warranty and submit a warranty claim, the buyer shall (i) submit a Return Merchandise Authorization ("RMA") request in writing to [support@nanolive.ch](mailto:support@nanolive.ch) or by phone at +41 21 353 06 00; (ii) provide a copy of the original proof of purchase for the Product when requested to do so; (iii) provide information and proof where available regarding the symptoms and causes of the problems with the Product; (iv) reply to questions, including requests for the serial number of the Product, the model, the firmware version, peripherals connected to the Product, error messages displayed, the actions performed before the problem manifested itself on the Product and the measures taken to solve the problem; and (v) follow the instructions issued by Nanolive, including the instruction not to send to Nanolive any Products or accessories for which no repair or replacement service is available, and to follow the packing instructions contained in the shipping documents; and

9.4.2. Nanolive's Obligations. Nanolive shall pay all reasonable return transportation costs of a valid warranty claim. Nanolive is not liable for the removal of Products from, or installation of the Product into, any other property to which it may be attached or incorporated. Furthermore, Buyer is reminded that they must retain the original Product packaging and as such Nanolive is not responsible for providing additional packaging to return the Products under the warranty. When a defective Product is received by Nanolive it will be inspected and tested in order to confirm the issue. If the issue is covered by the warranty terms, the Product will either be repaired free of charge or replaced at Nanolive's discretion. If the issue or

circumstances fall outside the scope of the warranty, Nanolive will offer to repair the Product according to Section 9.4.4 (Out of warranty Repairs) below. Unless otherwise indicated by Nanolive, repairs will be completed within four weeks of receiving the Product although the exact timing will vary according to the complexity of the repairs, any requirement to order spare parts and the volume of repair work in hand at any given time. The Nanolive service and support team is available from Monday to Friday from 9am to 5pm CET (and 9am to 5pm ET for US based Buyer) excluding Swiss national holidays.

**9.4.3. No Fault Found.** In cases of Products which are returned by the Buyer under warranty and tested with no fault found, Nanolive will be entitled to reimbursement from the Buyer for reasonable charges incurred for transportation, testing and evaluation.

**9.4.4. Out Of Warranty Repairs.** Repairs to Products not covered by the warranty can be carried out by Nanolive at the Buyer's expense. In these cases, Nanolive will first issue a quote to Buyer for the cost of repair which will include but may not be limited to an inspection fee, the cost of labour, parts and shipment.

**9.4.5. Customer Data.** Nanolive strongly recommends making backup copies of any data in the Products before sending the Products to Nanolive for repair or replacement. Furthermore, Nanolive may also have access to Buyer data when performing remote support services. Additional information on Nanolive's compliance undertakings regarding personal data can be found in Nanolive's Privacy Policy at <https://www.nanolive.ch/legal/privacy-policy/>.

**9.4.6. Service Contracts.** Nanolive also offers service contracts which offer enhanced product support coverage. Enquiries may be addressed to [support@nanolive.ch](mailto:support@nanolive.ch) or by phone at +41 21 353 06 00

## **10. INTELLECTUAL PROPERTY**

**10.1.** Nanolive and its licensors will retain all intellectual property rights ("IPR") to its products and services, including without limitation, designs, drawings, patterns, plans, specifications, technology, technical data, software and information, technical processes and business methods, whether patentable or not, arising from the sale or other provision of products and/or services to Buyer. Buyer agrees not to enforce against Nanolive or

Nanolive's customers any patent rights that include any system, process or business method utilizing or otherwise relating to goods and/or services delivered pursuant to an Order.

**10.2.** You will have a non-exclusive, non-assignable and non-sublicensable right to use the software contained, pre-loaded installed or embedded in the Products as necessary to operate the Products in compliance with accompanying documentation (the "**License**"). The License shall be subject to and governed by Nanolive's End User Licensing agreement, which can be requested from Nanolive.

**10.3.** All rights, title and interest in the Software and the Products not expressly granted to Buyer herein or in the License remain the exclusive property of Nanolive or its licensors. Buyer and any third party acting through Buyer shall not (i) use Software or Products for any purpose not expressly permitted by these T&C or the License, (ii) reproduce Software or Products or any component thereof or any documentation related thereto, (iii) modify or create derivative works of Software or Products, (iv) decompile, disassemble, compile or reverse engineer Software or Products or otherwise attempt to gain access to the source code of the Software, or (v) use, duplicate or disclose any technical data or any information regarding the Software or Products for any purpose. These rights are subject to any third-party license underlying any component or application of the Software. Nanolive is not responsible and bears no liability for malfunction or inoperability of Products or Softwares, resulting from (a) Buyer directly or indirectly engaging in any of the foregoing items (i) through (v) above, (b) changes to or de-commitment of operating systems or other applications by any original equipment manufacturer, (c) introduction of a virus or other malware caused directly or indirectly by Buyer, or (d) inoperability or incompatibility with any Buyer network. Any such actions will render any remaining warranty immediately void and of no further force or effect. For avoidance of doubt, Buyer shall not transfer or install Software on any product not acquired from Nanolive.

## **11. COMPLIANCE WITH LAWS**

**11.1.** Buyer represents and warrants to Nanolive that Buyer is familiar with and shall comply with any/all local, national, and other laws and regulations of any/all jurisdictions globally relating to anti-corruption, anti-bribery, extortion, kickbacks, or similar matters which

are applicable to Buyer's business activities in connection with the Order, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997 (collectively, "**Anti-Corruption Laws**"). Buyer further represents and warrants to Nanolive that Buyer will take no action that will cause Buyer or Nanolive to violate Anti-Corruption Laws. It is the intent of Buyer and Nanolive, and Buyer represents and warrants to Nanolive, that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Nanolive or which would otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business, or any improper advantage, with respect to any of Buyer's activities related in any way to this Agreement, including without limitation any payment of money or provision of anything of value to any employee of any current or potential customer in order to secure a sale or other business advantage.

## 12. SANCTIONS AND EXPORT CONTROLS

- 12.1. Buyer represents and warrants to Nanolive that Buyer shall comply with all local, national, and other laws and regulations of all jurisdictions globally relating to sanctions and export controls and similar matters which are applicable to Buyer's business activities in connection with this agreement, including, but not limited to, the laws/measures of the United Nations, United States (e.g., the Export Administration Regulations administered by the United States Commerce Department's Bureau of Industry and Security, and the regulations and sanctions administered by the United States Treasury Department's Office of Foreign Assets Control), Member States of the European Union, United Kingdom, China, and Singapore (collectively, "**Export Laws**"), and that Buyer will take no action that will cause

Buyer or Nanolive to violate any such laws. Buyer specifically represents and warrants to Nanolive that it is aware that products and technical data supplied by Nanolive may be subject to Export Laws, and that Buyer will comply with all applicable restrictions regarding exports, re-exports, transfers, and end-use, including obtaining any required U.S. or other country licenses, authorizations, and/or approvals. Buyer further represents and warrants to Nanolive that Buyer will provide Nanolive with the information necessary for Buyer to seek new export authorizations and/or to ensure compliance with Export Laws, that Buyer will inform each of its customers (where the circumstances suggest the customer may be exporting) of applicable restrictions on exports, re-exports, transfers, and end-use at the time Buyer resells or otherwise disposes of any product or technical data supplied by Nanolive to such customer, and that Buyer will maintain controls as appropriate to comply with Export Laws. Upon request by Nanolive, Buyer shall, in a form provided by Nanolive, certify, or assist Nanolive in obtaining certification from Buyer's customers, that the actual end-use of the goods subject to this Order does not violate any applicable Export Laws.

## 13. DATA PRIVACY

- 13.1. Nanolive shall be entitled to process personal data of the Buyer and to transfer personal data to affiliated companies to the extent this is necessary for the execution of the Order or provided that the Buyer has acknowledged the processing and transfer of personal data. Insofar as personal data is transmitted to Nanolive, Buyer is obliged to ensure that the collection and transmission of the data is lawful and has taken place. Insofar as one of the parties processes personal data for the other party or the parties process personal data together, the parties undertake to enter into the necessary data protection contracts.

## 14. LIMITATIONS OF LIABILITY

- 14.1. EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL NANOLIVE BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF NANOLIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. IN ANY EVENT OF LIABILITY, NANOLIVE'S MAXIMUM LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE OF THE PRODUCTS OR SERVICES FURNISHED BY NANOLIVE GIVING RISE TO THE CLAIM. Nanolive's rights and remedies in these T&C are in addition to, and not in lieu of, any other rights or remedies Nanolive may have at law or in equity.

## 15. CONFIDENTIALITY

15.1. **"Confidential Information"** means any confidential or proprietary information that a party ("**Discloser**") discloses to the other party ("**Recipient**") under an Order. Confidential Information does not include any information that (i) is already in Recipient's possession without obligation of confidence; (ii) is independently developed by Recipient as shown by Recipient's records; (iii) becomes publicly available without breach of this Agreement; (iv) Recipient otherwise received legally from a third party without obligation of confidence; (v) Discloser authorizes in writing to be disclosed; or (vi) must be disclosed pursuant to a court or government agency order or rule, provided that before disclosing any Confidential Information, Recipient, to the extent permissible by law, provides reasonable notice of such order or rule giving Discloser opportunity to object to or limit such disclosure.

15.2. Recipient agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care shall not be less than Recipient exercises to protect its own confidential information. Recipient will use the Confidential Information solely for purposes of the Order and will disclose the Confidential Information only to its employees or agents who need to know such information and are contractually required to comply with these obligations of confidentiality. Recipient's duty to hold Confidential Information in confidence expires five (5) years from receipt of such Confidential Information.

## 16. FORCE MAJEURE

16.1. Except for Buyer's payment obligations, neither party shall be liable for delays in performance, in whole or in part, or any loss, damage, cost or expense, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government or other civil or military authority, war, riots, delays in transportation, difficulties in obtaining labor, materials, manufacturing

facilities or transportation, or other similar causes ("**Force Majeure Event**"). In such event, the party delayed shall promptly give notice to the other party. The party affected by the delay may: (i) extend the time for performance for the duration of the Force Majeure Event, or (ii) cancel any unperformed part of any Orders if such Force Majeure Event lasts longer than sixty (60) days. If a Force Majeure Event affects Nanolive's ability to meet its obligations at the agreed upon pricing, or Nanolive's costs are otherwise increased as a result of such Force Majeure Event, Nanolive may increase pricing upon written notice to Buyer.

## 17. APPLICABLE LAW AND JURISDICTION

17.1. The laws of Switzerland shall apply to the sale of the products as well as all related matters. The competent courts of the Canton of Vaud, Switzerland shall have exclusive jurisdiction.